

RECORDING REQUESTED BY
CITY OF SAN DIEGO
PLANNING & DEVELOPMENT REVIEW

**AND WHEN RECORDED MAIL
TO**
PERMIT INTAKE
MAIL STATION 501

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SHARED PARKING AGREEMENT

This SHARED PARKING AGREEMENT ("Agreement") is entered into and effective _____, 20____, by and between _____ and the City of San Diego.

RECITALS

A. WHEREAS, pursuant to sections 142.0535 and 142.0545 of the Land Development Code, the City of San Diego specifies criteria which must be met in order to utilize off-site shared parking agreements to satisfy on-site parking requirements.

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties as herein expressed, _____ and the City of San Diego agree as follows:

1. _____, the owner of the property located at _____ agrees to provide _____, the owner of the property located at _____ with the right to the use of (_____) parking spaces _____ from _____ as shown on Exhibit A to this Agreement on property located at _____.

1.1 _____
Assessor Parcel # is _____.
Legal Description _____

Assessor Parcel # is _____.
Legal Description _____

2. The parking spaces referred to in this Agreement have been determined to conform to current City of San Diego standards for parking spaces, and the parties agree to maintain the parking spaces to meet those standards.

3. The Parties understand and agree that if for any reason the off-site parking spaces are no longer available for use by _____ will be in violation of the City of San Diego Land Development Code requirements. If the off-site parking spaces are no longer available, Applicant will be required to reduce or cease operation and use of the property at Applicant's address to an intensity approved by the City in order to bring the property into conformance with the Land Development Code requirements for required change for required parking. Applicant agrees to waive any right to contest enforcement of the City's Land Development Code in this manner should this circumstance arise. Although the Applicant may have recourse against the Party supplying off-site parking spaces for breach of this Agreement, in no circumstance shall the City be obligated by this agreement to remedy such breach. The Parties acknowledge that the sole recourse for the City if this Agreement is breached is against the Applicant in a manner as specified in this paragraph, and the City may invoke any remedy provided for in the Land Development Code to enforce such violation against the Applicant.

4. The provisions and conditions of this Agreement shall run with the land for those properties referenced in paragraph 1 of this document and be enforceable against successors in interest and assigns of the signing parties.

5. Title to, and the right to use the lots upon which the parking is to be provided will be subservient to the title to the property where the primary use it serves is situated.

6. The property or portion thereof on which the parking spaces are located will not be made subject to any other covenant or contract for use which interferes with the parking use, without prior written consent of the City.

7. This Agreement is in perpetuity and can only be terminated if replacement parking has been approved by the City's Director of the Development Services Department and written notice of termination of this agreement has been provided to the other party at least sixty (60) days prior to the termination date.

8. This Agreement shall be kept on file in the Development Services Department of the City of San Diego in Permit File No. _____ and shall be recorded on the titles of those properties referenced in paragraph 1 of this document.

In witness whereof, the undersigned have executed this Agreement.

DATED: _____

By: _____
Applicant

DATED: _____

By: _____
Party or Parties Supplying Spaces

City of San Diego, a Municipal Corporation

By: _____
Deputy Director
Land Development Review Division
Development Services

Approved as to form and legality this ____ day of _____, 20 __ __

CASEY GWINN, City Attorney

By _____
Deputy City Attorney

(attach notary certificates)

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Deputy City Attorney

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